

**CITY OF PLEASANT HILL'S  
MANAGEMENT PAY PLAN**

March 1, 2010 through February 28, 2011

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# **MANAGEMENT PAY PLAN**

## **SECTION 1. ESTABLISHMENT AND PURPOSE OF MANAGEMENT PAY PLAN**

The City Council and the City's management employees wish to establish and maintain an equitable plan of compensation and benefits for department heads and other management personnel of the City. This plan shall be known as the "Management Pay Plan" (also known as the "Plan" or "MPP"). The purpose of the Plan is to recognize professional performance and to compensate and retain the most talented and motivated managers for the City of Pleasant Hill.

## **SECTION 2. ADMINISTRATION OF MANAGEMENT PAY PLAN**

The Management Pay Plan shall be administered by the City Manager or his/her designee. The City Manager shall have the authority to establish and revise policies and procedures to ensure fair and equitable administration of the plan. The City Manager shall also periodically evaluate the composition of the group included in the plan and recommend to the City Council the addition or deletion of management employee classifications for inclusion in the plan.

## **SECTION 3. DEFINITIONS AND STATUS**

**A. Management Employee.** A "management employee" is defined as:

1. Any employee having significant responsibilities for formulating and administering City policies and programs, including but not limited to department heads; and
2. Any employee having authority to:
  - a. Exercise independent judgment to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or having the responsibility to direct them, or to adjust their grievances; or

- b. Effectively recommend any such employment actions, provided, the exercise of such authority to recommend an employment action is not of a merely routine or clerical nature, but requires the use of independent judgment.

**B. Department Head.** For purposes of this MPP, the phrase “department head” means the Chief of Police, the Director of Public Works and Community Development, the Director of Finance and the Director of Human Resources.

**C. At Will Status of Department Heads.** A department head’s employment is “at will.” As such, both the department head and the City have the right to terminate their employment relationship at any time, with or without advance notice, and with or without cause subject to the provisions of Section 11 of this Management Pay Plan. Only the City Manager may alter a department head’s at will status, and only through a written agreement that is signed both by the City Manager and the department head.

**D. Employment Status of Non-Department Head Managers.** The employment of all other management employees covered by this Plan shall be subject to the provisions of the City’s Personnel Rules and Regulations.

**E. Executive Team.** All department heads and certain other management employees designated by the City Manager are members of the Executive Team, which also includes the City Manager and the City Attorney. The Executive Team’s primary role is to provide leadership and strategic direction in implementing the City Council’s policies and managing the day-to-day operations of the City.

**F. Classifications Covered by Management Pay Plan.** The current list of management classifications covered by the Management Pay Plan, collectively known as the “Management Group,” is set forth in Exhibit A.

#### **SECTION 4. TERM OF MANAGEMENT PAY PLAN**

This Management Pay Plan shall be effective March 1, 2010 and shall continue in full force and effect until expiration at midnight on February 28, 2011.

#### **SECTION 5. MANAGEMENT SALARY RANGES**

##### **A. Annual Adjustment of Salary Ranges**

Salary range adjustments shall be made annually, by March 1st, through a two-step process.

In the first step of the process, the City shall conduct a market survey of the City's ten comparison agencies, which are listed in Exhibit B. The market survey will cover two "benchmark" positions: Director of Finance for non-sworn management classifications, and Police Lieutenant for sworn management classifications.

The salary range for the benchmark management classifications will be based upon the range midpoint averages for their equivalent classifications at the comparison agencies. Specifically, the upper and lower limits of the salary ranges for each of the two benchmark classifications shall be 16.5% above and below the range midpoint average for their equivalent classifications at the comparison agencies. The result will be a 33% spread between the minimum and maximum amounts for each of the two management benchmark position salary ranges.

The top steps of the salary ranges for the remaining management classifications shall then be adjusted by the same percentage as that of their respective benchmark positions. Finally, the bottom steps for the remaining management classifications will be calculated to ensure a 33% spread between top and bottom salary amounts for all management classifications.

In the second step of the annual salary range adjustment process, the City shall further adjust each of the management salary ranges by the amount of the Management Group's cost of living adjustment for that year, if any.

**B. Additional Adjustments to Police Management Salary Ranges to Preserve Differentials**

The minimum percentage differentials between the salary ranges for the following police management classifications shall be as follows:

- Captain - Chief of Police: 10%
- Lieutenant – Captain: 7.5%
- Sergeant – Lieutenant: 15%

These differentials are essential to maintaining a compensation policy that rewards the increasing level of knowledge, skill and ability required for each successive classification's broader scope of responsibility. Salaries of individuals within the Chief, Captain or Lieutenant classification shall not be adjusted simply because one or more of the salary ranges for these classifications has been adjusted to preserve the salary range differentials specified in this section, except as specified in subsection "D" below ("Impact of Salary Range Adjustments on Individual Salaries").

**C. Absence of Salary "Steps"**

There shall be no specified or pre-determined "steps" within the salary ranges for management classifications. Rather, each such range shall be left clear between its minimum and maximum amounts, thus allowing flexibility to make individual merit adjustments in recognition of varying levels of performance and goal attainment.

**D. Impact of Salary Range Adjustments on Individual Salaries**

When management salary ranges are adjusted, no management employee's salary will be adjusted solely due to such changes *unless* the employee's salary falls below the minimum amount of the new salary range for his/her classification.. If this occurs, the employee's salary shall be adjusted further to equal the minimum amount of the new salary range. The determination of whether a management employee's salary falls below the minimum of his/her new salary range shall be made after the employee has received the annual March 1<sup>st</sup> market or COLA adjustment, if any.

**E. Setting Salaries Within Ranges**

The City Manager, or his/her designee, shall set the compensation for individual management employees at the time of their initial appointment, within the established salary range for their classification. New hires may be appointed anywhere within the salary range for their classification. Incumbents may be adjusted anywhere within the salary range for their classification, subject to the requirements of Section 7.C.

**F. Salary Ranges for Management Classifications**

The salary ranges for each of the City's management classifications are attached as Exhibit C.

**SECTION 6. ANNUAL COST OF LIVING ADJUSTMENTS ("COLA's")**

**A. COLA Amounts for Period March 1, 2010 – February 28, 2011**

During the term of this Management Pay Plan, there shall be no annual cost of living adjustment.

**B. Conditions Affecting Receipt of Cost of Living Adjustments**

The cost of living adjustment is normally given to all members of the Management Group on March 1<sup>st</sup> of each year. However, where a management employee's performance during the preceding 12 months has been unsatisfactory, as noted in the employee's most recent annual performance evaluation, the City Manager may authorize reducing the amount of the cost of living adjustment for that employee or denying it altogether. The decision to reduce or deny a cost of living adjustment on the basis of unsatisfactory performance is solely in the discretion of the City Manager.

**C. COLA's Awarded Regardless of Salary Range Limits**

A management employee who is otherwise eligible for the annual cost of living adjustment shall receive it regardless of whether the employee's salary – before or after the adjustment - exceeds the maximum amount of the salary range for his or her classification.

## **SECTION 7. MERIT INCREASES AND PERFORMANCE EVALUATIONS**

### **A. Basis for Merit Increases**

In addition to the annual cost of living adjustment, a management employee may receive a merit increase based upon the quality of the employee's performance the preceding 12 months. The amount of the employee's merit increase, if any, will be based on the employee's: (1) performance ratings; and (2) his/her achievement of the goals and objectives established for him/her the previous year.

### **B. Performance Evaluation Process**

Performance evaluations for management are the responsibility of the City Manager, who normally will delegate to department heads the responsibility for reviewing the performance of management employees within their departments.

A performance evaluation shall be prepared at least annually on each management employee's anniversary date.

The evaluation process shall begin with each management employee preparing a self-evaluation of his/her performance during the prior year. In addition, the employee shall draft proposed goals and objectives for the coming year.

The management employee's supervisor shall then evaluate the employee's performance for the prior year. The evaluations of both the employee and supervisor shall focus on: (1) the employee's performance of his/her regular duties and responsibilities; and (2) the employee's attainment of specific goals and objectives established for him/her at the beginning of the review period (i.e., one year earlier).

Following completion of the written evaluations, the management employee and his/her supervisor shall meet to discuss both the quality of the employee's performance of his regular duties and responsibilities and the employee's degree of success in accomplishing the specific goals and objectives set for him/her the previous year. They shall also review the employee's proposed goals and-objectives for the coming year.

The employee's supervisor must ensure that the employee's proposed goals and objectives truly present a challenge but are not unrealistically high. The supervisor may set additional or different goals and objectives for the employee.

The end product of the performance evaluation process shall be clarification of expectations between the manager and his/her supervisor.

**C. Merit Adjustment Guidelines**

Merit adjustments may be granted according to the following percentage guidelines:

- 4% - 7%      At a minimum, the employee must have received the highest possible rating in at least half of the rating categories, must have received ratings equivalent to satisfactory or meets standards in the remaining rating categories, and must have met at least 75% of his/her goals and objectives.
- 1% - 3%      At a minimum, the employee must have received ratings equivalent to satisfactory or meets standard in all rating categories, and must have met at least 50% of his/her goals and objectives.
- 0%            Employees who receive a rating equivalent to unsatisfactory or below standards in one or more rating categories, or fail to meet at least 50% of their goals and objectives, will be ineligible for a merit increase.

Proposed merit increases ranging from 1% to 3% must be reviewed and approved by the employee's department head *before* the employee is notified of his/her merit increase.

Proposed merit increases ranging from 4% to 7% must be reviewed by the Director of Human Resources and, if he/she determines the proposed increase is adequately supported, reviewed and approved by the City Manager *before* the employee is notified of his/her merit increase.

All performance evaluations that render an employee ineligible for a merit increase under the guidelines set forth above must be reviewed and approved by the Director of Human Resources *before* being delivered to the employee.

**D. Top of Range Limit for Merit Increases**

If a management employee's salary is at or above the top of the salary range for his/her classification, he/she shall not be eligible for a merit increase. However, he/she may be eligible for a performance bonus, in accordance with the provisions of Section 8 below.

If a management employee's salary is below the top of the salary range for his/her classification, he/she may receive a merit increase in accordance with the provisions set forth in Section 7.A through C above. The amount of the merit increase shall be determined solely by these provisions. However, if the amount of the merit increase awarded would cause the employee's salary to exceed the top of his/her salary range, then the employee shall receive as a merit increase only that portion of the merit increase that will bring his/her salary to the top of his/her range.

**E. City Manager's Discretion Regarding Merit Increases**

The City Manager retains discretion to limit merit increases when, in his/her judgment, the City's fiscal condition warrants such action. This provision is intended to provide the City Manager flexibility in responding to any number of circumstances that jeopardize the health of the City's budget. It may be used at the City Manager's discretion after ordinary measures for cost containment and revenue enhancement have been applied. If the City Manager exercises his/her discretion to limit merit increases, then his/her decision to do so:

- Must be in writing, and distributed to all members of the Management Group;
- Must state the reasons for limiting management employees' merit increases;
- Must be relayed to the City Council for information purposes; and
- Shall be effective for one year for each management employee, to ensure that, notwithstanding their differing anniversary dates, all management employees are affected equally by the City Manager's decision to limit merit increases.

If the City Manager decides to limit merit increases, such limitation shall be restricted to capping the highest possible merit increase at 5% (five percent); in other words, temporarily eliminating the two highest possible merit increases (6% and 7%), as follows:

- 4% - 5%      At a minimum, the employee must have received the highest possible rating in at least half of the rating categories, must have received ratings equivalent to satisfactory or meets standards in the remaining rating categories, and must have met at least 75% of his/her goals and objectives.
- 1% - 3%      At a minimum, the employee must have received ratings equivalent to satisfactory or meets standard in all rating categories, and must have met at least 50% of his/her goals and objectives.
- 0%            Employees who receive a rating equivalent to unsatisfactory or below standards in one or more rating categories, or fail to meet at least 50% of their goals and objectives, will be ineligible for a merit increase.

In order to continue the limiting of merit increases beyond the one-year period for each management employee, the City Manager must issue a new written announcement of his/her intention to do so and meet the other requirements set forth above. Otherwise, the merit increase percentage guidelines set forth in Section 7.C above shall be reinstated automatically.

## **SECTION 8. PERFORMANCE BONUSES**

All management employees whose salaries are at or above the top of their salary ranges, and all management employees whose salaries are less than 7% below the top of their salary ranges, may participate in the performance bonus program.

Criteria for bonuses are developed by the employee's supervisor and the employee during the evaluation process. Specifically, when developing the employee's goals and objectives for the coming year, the employee and his/her supervisor may also develop one or more "bonus" goals or objectives that, if attained, will result in the employee receiving a bonus.

Bonus goals and objectives differ from regular goals and objectives in that their attainment or accomplishment is optional, and addresses exceptional performance. Otherwise, they are similar to regular goals and objectives in that their attainment results in measurable improvement to City operations and/or processes.

At the same time the bonus goals or objectives are established, the employee and his/her supervisor shall also specify the bonus amounts the employee may earn for each bonus goal or objective attained. The City Manager or his/her designee must approve the percentage amount of the bonus. There shall be a 7% cap on the total value of any performance bonus.

Bonuses are awarded either as a one-time contribution to the employee's Deferred Compensation 457 Plan, or as a lump sum cash payment directly to the employee, at the employee's option. They are awarded solely for the one-year period evaluated, and do not become part of the employee's salary or otherwise continue from year to year.

The fact that a management employee has received a performance bonus in a prior year shall not disqualify him or her from receiving additional performance bonuses in subsequent years, provided the requirements set forth in this section are met.

#### **SECTION 9. EQUITY ADJUSTMENTS**

The City Manager may authorize individual salary adjustments to correct internal or external salary alignment inequities.

#### **SECTION 10. LONGEVITY PAY**

A management employee who is at least 55 years of age with 10 full, continuous years of City service shall be given a 5% salary increase computed on their normal monthly base salary.

A management employee who is at least 60 years of age with 15 full, continuous years of City service shall be given an additional 5% salary increase computed on their normal monthly base salary.

A management employee is entitled to receive his or her longevity pay even if his or her resulting salary is above the top of the salary range for his or her position.

## **SECTION 11. SEVERANCE PAY**

### **A. Department Heads**

Department heads are "at will" employees and may be dismissed by the City Manager at any time with or without cause, except that a department head may not be terminated within six months following the appointment of a new City Manager. If the City Manager desires to terminate the employment of a department head, he/she shall provide six months advance notice to the employee or provide a cash payment equal to six months of aggregate salary (not including the value of any benefits received by the employee) as severance pay. During the six month notice period, the City Manager shall provide monthly performance evaluations and may exercise his/her discretion to terminate the employee immediately upon payment of severance for the unexpired amount of time between the notice and the end of the six month period. The six month notice shall be valid even if given within the six month period prior to the departure of a City Manager or within the first six months after a new City Manager is hired. A department head is not entitled to severance pay if he/she retires, resigns or is terminated for cause.

For purposes of this section, "cause" means 1) a willful neglect of duties, 2) any act involving moral turpitude, dishonesty, or gross carelessness or misconduct, or 3) conviction of a crime involving moral turpitude. To be eligible for severance pay, the department head shall sign an acknowledgment and release of claims against the City in a form to be approved by the City Attorney. No department head shall be eligible for severance pay until he/she has held the position of department head for at least six months.

### **B. Non-Department Head Managers**

The City shall provide management personnel with a minimum of three weeks severance pay when a management employee is terminated and no longer employed by the City of Pleasant Hill due to a reduction in work force or a budget related layoff.

## **SECTION 12. SICK LEAVE**

### **A. Sick Leave Accrual and Use**

Beginning the first day of the month following completion of one month of service, a management employee earns sick leave at the rate of one day for each calendar month of service.

Employees continue to earn sick leave while on paid leaves of absence, including, but not limited to, sick leave, jury leave, and workers' compensation leave.

Employees do not earn sick leave while on unpaid leaves of absence, nor do they earn sick leave while on a leave covered by the City's private disability plan (i.e., LTD).

There is no maximum accrual for sick leave.

An employee may take paid sick leave beginning the second month of employment.

### **B. Annual Sick Leave "Buy-Back"**

Each year, management employees who have accrued at least thirty days of sick leave credit as of November 30th may "sell" up to 33-1/3% of their accrued sick leave back to the City.

In exchange, the employees shall, at their option, receive either cash or equivalent vacation time on either the December 5<sup>th</sup> or January 5<sup>th</sup> payday. Payments shall be at the employee's then current rate of pay. The amount of sick leave the City "buys back" from the employee is then deducted from the employee's total sick leave accrual.

Alternatively, an employee may elect to retain sick leave in lieu of payment.

### **C. Payment for Accrued Sick Leave Upon Separation From Employment**

Management employees with at least five years of service but less than ten years of service with the City who separate from employment because of voluntary resignation, retirement, death, or abolishment of position, shall receive payment for their accumulated sick leave at the rate of one day for each four days of accrued, unused sick leave, up to a maximum of 25 days.

### SECTION 13. HOLIDAYS

Management personnel are authorized to observe those holidays designated in the City's MOU's with its non-management employee groups, provided, however, that the City Manager may direct management personnel to work holidays as necessary to ensure proper conduct of City functions, and may grant administrative leave to such management personnel in recognition of their having to work on a designated holiday.

### SECTION 14. ADMINISTRATIVE LEAVE

The management classifications covered by this Plan have been determined to be "exempt" from the Fair Labor Standards Act's ("FLSA's") overtime requirements. Hence, employees in these classifications do not earn overtime pay, regardless of the number of hours worked.

However, management personnel will accrue 16 hours per calendar month of administrative leave to be used upon approval of the City Manager. The City Manager must authorize use of administrative leave in proportion to the amount of extra time actually worked by the subject employee. This leave will be in recognition of excessive night work or weekend work. Administrative leave may not exceed more than 16 hours in any calendar month. This time will be taken in time off only – not salary – and does not carry over from month to month.

### SECTION 15. VACATION

#### A. Vacation Accrual

Vacation shall be accrued and used by management personnel in a manner acceptable to the City Manager. Vacation leave is earned by management personnel according to the following schedule:

Years of Service	0 to 3 years	4 to 6 years	7 to 9 years	10 to 12 years	1 to 15 years	16 to 18 years	19 to 21 years	12 to 24 years	25 to 27 years	28 or more years
Vacation Days Earned	12	17	18	19	20	21	22	23	24	25

## **B. Maximum Vacation Accrual**

Management personnel may accrue up to nine weeks (360 hours) of vacation, at which time they must either:

1. Immediately reduce the balance by utilizing a sufficient number of vacation hours to bring their total accrued vacation to 360 hours or less; *or*
2. With the approval of the City Manager, cash out an amount sufficient to bring their total to 360 hours or less, up to a maximum of 180 accrued vacation hours cashed out; *or*
3. Stop accruing any further vacation until their accrued vacation hours drop below 360 hours.

Alternatively, and in appropriate circumstances, the City Manager may grant a temporary, short-term waiver of the 360 hours cap on accrued vacation leave. If no such waiver is granted, no further vacation time shall be accrued.

## **C. Vacation Buy Back**

Upon written request by the employee, the City will buy back accrued, unused vacation hours provided the employee has used a minimum of 40 consecutive hours of vacation (or equivalent leave time, such as a combination of vacation and administrative leave time or vacation and holiday time) during the twelve (12) months prior to the date of the request. Additionally, the employee must have at least 60 hours of accrued vacation leave at the conclusion of the vacation buy back transaction. The written request for the vacation buy back must be submitted to the Personnel Officer by the 25<sup>th</sup> day of the month preceding the date on which the employee is requesting the payoff.

Only hours which were accumulated prior to the last day of the month preceding the date of the request are eligible for the vacation buy back. Vacation buy back shall be limited to two requests per fiscal year.

# **SECTION 16. HEALTH CARE AND RELATED BENEFITS**

## **A. Medical Coverage**

The City shall provide medical coverage for management employees and their eligible dependents. Each management employee shall contribute to the cost of such coverage through payroll deductions according to the following schedule:

March 1, 2010 through February 28, 2011: \$55 per month

The City shall deduct said contribution from the employees' pay on a pre-tax semi-monthly basis.

The Management Group agrees to continue to meet with the Healthcare Committee comprised of all bargaining unit representatives to discuss cost-saving measures related to medical care costs.

**B. Medical "In Lieu" Payments**

The City shall contribute \$400 per month into the deferred compensation accounts of those management employees who can demonstrate they have medical coverage through an external source. These contributions shall be made "in lieu of" providing medical coverage to the employees and their eligible dependents. Employees receiving in lieu payments shall not be required to make the premium contributions described in Section 17.A. above.

**C. Dental Coverage**

The City shall provide management employees and their eligible dependents a dental plan which provides at least an 80/20 payment benefit and a maximum benefit of \$1,500 per person per year. The City will pay 100% of the premium for the dental plan during the term of this Management Pay Plan.

**D. Vision Care**

The City shall provide a vision care plan for management employees and their eligible dependents. The City will pay 100% of the premium for the vision care plan during the term of this Management Pay Plan.

**E. IRC Section 125 Plan**

The City will provide management employees an IRC Section 125 Plan for eligible medical and dependent care costs.

**F. Life Insurance**

The City will provide management employees with life insurance benefits equal to one times (1x) annual gross salary. For purposes of this provision, "annual gross salary" shall be calculated as of March 1<sup>st</sup> of each year.

**G. Disability Insurance**

The City will provide management employees with long term disability insurance coverage providing 66-2/3% of salary when the carrier's eligibility requirements are met. The City shall pay the premium for this coverage.

**SECTION 17. RETIREMENT**

**A. PERS Retirement**

The City will continue to provide retirement benefits to its management employees in accordance with the terms of the City's present contract with the California Public Employees Retirement System ("CalPERS" or "PERS"), including but not limited to: 2%@55 retirement benefits for its miscellaneous management employees; 3%@50 retirement benefits for its safety management employees; single highest year; and payment of both the employee's and employer's required contributions under both plans.

In addition, under the authority of Government Code sections 20691 and 20636(c)(4), the Employer Paid Member Contribution (EPMC) shall apply to employees of the Pleasant Hill Management Group. This benefit consists of paying 7% of the normal contributions as EPMC for miscellaneous employees, or 9% of the normal contributions as EPMC for safety employees, and reporting the same percent of compensation as additional compensation.

The City shall also pay increases in the retirement contributions of management employees promulgated by increases in base salaries. The City will pay its proportional share of increases brought about as a result of actuarial surveys conducted by the Public Employees' Retirement System affecting the entire plan.

**B. Converting Accrued Leave At Retirement to Pay Post-Retirement Healthcare Costs**

**1. Employees With At Least 15 Years of City Service**

Management employees who, regardless of age:

- have worked for the City for 15 or more years, and
- elect to take a service retirement,

shall apply to 100% of their accrued, unused sick leave, calculated at 100% of their final rate of pay, at the net present value (which is based on the average of the prior two years' Consumer Price Index for all Urban Consumers (CPI-U) San Francisco-Oakland-San Jose region) as of the date of retirement. The amount shall be contributed to the employees ICMA VantageCare Retiree Health Savings Plan (RHS) account, on a tax deferred basis, pursuant to the Management RHS Plan adoption agreement. Upon depletion of the funds in the employee's RHS Plan account, the City shall contribute an additional two (2) years of medical premium payments.

**2. Employees With Less Than 15 But At Least 10 Years City Service**

Management employees who, regardless of age,

- have worked for the City of Pleasant Hill for ten or more years, but fewer than 15 years, and
- elect to take a service retirement,

shall apply 50% of their accrued, unused sick leave, calculated at 25% of their final rate of pay, at the net present value (which is based on the average of the prior two years' Consumer Price Index for all Urban Consumers (CPI-U) San Francisco-Oakland-San Jose region) as of the date of retirement. The amount shall be contributed to the employees ICMA VantageCare Retiree Health Savings Plan (RHS Plan) account, on a tax deferred basis, pursuant to the Management RHS Plan adoption agreement. Upon depletion of the funds in the employee's RHS Plan account, the City shall contribute an additional one (1) year of medical premium payments.

**3. Applying Accrued Vacation Leave to Post-Retirement Healthcare**

**Costs**

Management employees who elect to take a service retirement from the City of Pleasant Hill shall apply 100% of their accrued, unused vacation leave, calculated at 100% of their final rate of pay into the employee's ICMA VantageCare Retiree Health Savings (RHS) account, on a tax-deferred basis, pursuant to the Management RHS Plan adoption agreement.

**4. Reversion of Funds**

In the event the employee dies before exhaustion of the funds in the employee's RHS Plan account, and leaves no surviving spouse or dependents, the remaining funds shall revert back to the City.

**5. Use of Sick Leave Credit for PERS Retirement Purposes**

This section applies in addition to the use of sick leave credit for retirement purposes as provided by the City contract now in force with the California Public Employees Retirement System.

**C. Deferred Compensation (457) Accounts**

A deferred compensation plan is made available to management employees through ICMA. Other than making 457 "in lieu" contributions as provided in Section 16.B. above, the City makes no contributions to management employees' 457 plan accounts. Management employees are free to contribute to their individual 457 plan accounts to the extent allowed by law.

**D. 401(a) Money Purchase Plan**

For each employee covered by this Plan, the City shall contribute 9% of the employee's salary to the employee's 401(a) Money Purchase Plan account. The plan also allows for employees to make a voluntary contribution of an additional 2% of their salary into the 401(a) Money Purchase Plan.

## **SECTION 18. MISCELLANEOUS BENEFITS**

### **A. Automobile Allowance**

Designated management employees shall receive a monthly automobile allowance to cover use of their personal car for city business, as set forth in Exhibit D.

In addition, the City shall reimburse those management employees receiving auto allowances for travel using their personal car for more than 50 miles in one day on City business at the City-approved mileage rate then in effect.

Management employees having a City-owned vehicle assigned to them shall use the vehicle in the manner directed by the City Manager and consistent with the Personnel Rules. They are not eligible for the automobile allowance.

Future vehicle allowances, if any, shall be based upon the use of the management employee's vehicle for City business. In the event a management employee requests a vehicle allowance, or requests an increase to his/her vehicle allowance, the City Manager is authorized to evaluate the request based on the employee's use of his/her vehicle for City business. If the City Manager determines a vehicle allowance or increase to a vehicle allowance is warranted, the City Manager shall provide an appropriate recommendation to the City Council for its review and determination. Such recommendations and determinations may be made during the term of this agreement.

### **B. Membership in Professional and Civic Organizations**

#### **1. Professional Organizations**

The City will pay membership dues for management personnel in professional organizations at the national, state and local levels as directed by the City Manager. The City will pay the expenses of transportation, food, lodging, and registration for management personnel at meetings of professional associations or organizations as directed by the City Manager, provided, however, not more than one professional meeting or conference per person outside the State of California may be attended by any management personnel in any fiscal year without prior approval of the City Council.

## **2. Civic Clubs and Organizations**

The City will pay the annual membership dues in a local civic club or organization as chosen by each management employee and as approved by the City Manager. No cost of luncheons or special events of civic clubs other than annual membership dues shall be borne by the City.

### **C. Computer Technology Reimbursements**

Management employees shall be provided up to \$1,500 every two years for the purchase of eligible computer technology products. The City Manager, or his/her designee, shall pre-approve eligible purchases that enhance employee computer knowledge and productivity.

### **D. Uniform Allowance**

Management employees who are sworn officers of the Police Department and are required to wear a department uniform at any time in the course of their work shall receive an annual uniform allowance in an amount equal to that paid to all sworn personnel of the department.

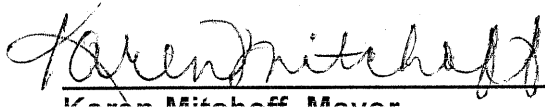
### **E. Educational Expense Reimbursement**

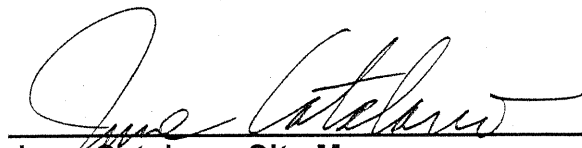
The City agrees to continue the educational incentive to employees within the Management Group as follows:

- a. The course or courses taken must: (1) relate to the employee's job or be a part of a degree program which has application to City service; and (2) be approved by the employee's Department Head.
- b. If the requirements in section "a" are met, the City will reimburse the employee for books and technology upgrades or additions, and will also pay the employee \$18 per month per credit unit for tuition, up to a maximum of nine (9) units per semester or quarter, provided the total amount paid to the employee for all of these items (including the \$18 per month per credit unit) does not exceed \$500 per semester or quarter, and \$2,000 per calendar year overall.

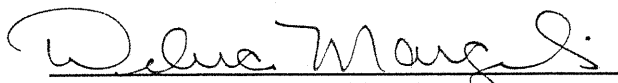
- c. To be reimbursed for tuition, books, and technology upgrades or additions, the employee is actually enrolled in the course(s), and that the books, technology upgrades and/or technology additions are in fact required for the course(s) being taken.

**CITY OF PLEASANT HILL**

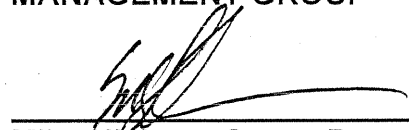
  
Karen Mitchoff, Mayor

  
June Catalano, City Manager

APPROVED AS TO FORM:

  
Debra S. Margolis, City Attorney

**PLEASANT HILL  
MANAGEMENT GROUP**

  
Mike Nielsen, Group Representative

  
John Moore, Group Representative

## **EXHIBIT "A"**

### **Management Classifications Covered by the Management Pay Plan (as of 3/1/2010)**

Accounting Manager  
Chief Building Official  
Chief of Police  
City Engineer  
Deputy Director of Public Works & Community Development  
Director of Finance  
Director of Human Resources  
Director of Public Works & Community Development  
Economic Development Manager  
Finance Manager  
Human Resources Manager  
Maintenance Superintendent  
Maintenance Supervisor  
Network Manager  
Police Captain  
Police Lieutenant  
Redevelopment Programs Administrator  
Senior Civil Engineer  
Senior Management Analyst  
Senior Planner  
Senior Traffic Engineer

**EXHIBIT "B"**

**City of Pleasant Hill's Ten Comparison Agencies  
Used for Benchmark Surveys Under Management Pay Plan**

Antioch  
Concord  
Contra Costa County  
El Cerrito  
Martinez  
Pinole  
Pittsburg  
Richmond  
San Pablo  
Walnut Creek

**EXHIBIT "C"**  
**MANAGEMENT GROUP SALARY RANGES**

(Effective March 1, 2010 – 0% COLA)

<b>POSITION</b>	<b>SALARY RANGE (Per Month)</b>
Accounting Manager	\$8,425 - \$11,205
Chief Building Official	\$7,897 - \$10,502
Chief of Police	\$12,372 - \$16,454
Chief Technology Officer	\$7,953 - \$10,579
City Engineer	\$8,836 - \$11,751
Director of Finance	\$10,772 - \$14,326
Director of Human Resources	\$9,990 - \$13,287
Director of Public Works & Comm. Dev.	\$11,059 - \$14,708
Economic Development Manager	\$7,953 - \$10,579
Finance Manager	\$9,990 - \$13,287
Human Resources Manager	\$8,836 - \$11,751
Maintenance Superintendent	\$7,953 - \$10,579
Maintenance Supervisor	\$7,314 - \$9,731
Planning Manager	\$8,432 - \$11,215
Police Captain	\$10,484 - \$13,944
Police Lieutenant	\$8,990 - \$11,956
Redevelopment Programs Administrator	\$9,990 - \$13,287
Senior Civil Engineer	\$8,005 - \$10,647
Senior Management Analyst/Deputy City Clerk	\$8,005 - \$10,647
Senior Planner	\$7,253 - \$9,646
Senior Traffic Engineer	\$8,005 - \$10,647

**EXHIBIT "D"**

**Schedule of Monthly Automobile Allowances  
Under the Management Pay Plan**

Directors	\$300 per month
Redevelopment Programs Administrator	\$300 per month
Dep. Dir. of Public Works & Community Development	\$200 per month
City Engineer	\$200 per month
Finance Manager	\$200 per month
Human Resources Manager	\$200 per month
Network Manager	\$200 per month
Senior Engineer	\$200 per month
Senior Planner	\$200 per month
Accounting Manager	\$125 per month
Senior Management Analyst	\$125 per month

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